



#5

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Lucky Vasant Shah, et al.)
)
App. No. : 10/010,147)
)
Filed : November 6, 2001)
)
For : NETWORK CACHING SYSTEM)
FOR STREAMED APPLICATIONS)
)
Examiner : Unknown)

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MAR 10 2004

Technology Center 2100

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). The entire chain of title of this invention is listed below with reference to copies of the assignments, which are enclosed as Exhibits A – C.

EXHIBIT	ASSIGNOR/ASSIGNEE	RECORDATION DATE	FRAME/REEL NUMBERS
EXHIBIT A	Assignor: Credit Managers Association of California doing business as CMA Business Credit Services Assignee: Endeavors Technology, Inc.	Have not received Frame/Reel Number Document filed with United States Patent and Trademark Office September 8, 2003	not available
EXHIBIT B	Assignor: Omnishift Technologies, Inc. Assignee: Credit Managers Associate of California doing business as CMA Business Credit Services	Have not received Frame/Reel Number Document filed with United States Patent and Trademark Office September 8, 2003	not available

App. No. : 10/010,147
Filed : November 6, 2001

EXHIBIT C	Assignor: Lacky Vasant Shah; Sridhar Ramakrishnan Assignee: Omnishift Technologies, Inc.	Have not received Frame/Reel Number Document filed with United States Patent and Trademark Office September 8, 2003	not available
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This Assignment represents the entire chain of title of this invention from the Inventors to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

ENDEAVORS TECHNOLOGY, INC.

Dated: 2/17/04

By: 
Clay Cover

Title: Chief Information Officer

Address: 19600 Fairchild Road, Suite 350
Irvine, CA 92612

HAND DELIVERED

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
PATENTS ONLYPatent and Trademark Office
Docket No. 5221 32000800

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Credit Managers Association of California,
doing business as CMA Business Credit Services

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Sales And Assignment Agreement

Execution Date: 05/13/2002

2. Name and address of receiving party(ies):

Name: ENDEAVORS TECHNOLOGY, INC.

Internal Address:

Street Address: 19600 Fairchild Road, Suite 350

City and State and Zip Code : Irvine, California 92612

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/010,147 (filed: 11/06/01)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Glenn M. Kubota
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
Attorney Docket 522132000800

8. Deposit account number: 03-1952The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Glenn M. Kubota
Registration No: 44,197

Signature

September 8, 2003

Date

Total number of pages comprising cover sheet, attachments and document: 15

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment
Recordation Services
Director of U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

SALES AND ASSIGNMENT AGREEMENT

This Sales and Assignment Agreement (this "Agreement") is made as of May 13 2002 (the "Effective Date"), by and between Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation with its principal place of business at 40 East Verdugo Avenue, Burbank, California 91502 ("Assignor"), and Endeavors Technology, Inc., a California corporation, with its principal place of business at 19700 Fairchild Road, Suite 200, Irvine, California, 92612. ("Assignee"). Assignor and Assignee shall sometimes be referred to hereinafter collectively as the "Parties" and individually as a "Party." All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1 of this Agreement.

RECITALS

WHEREAS, Assignor has acquired the property of Omnishift Technologies, Inc., a Delaware corporation ("Omnishift"), including the "Assigned Property" (defined below), pursuant to that certain General Assignment and that certain Supplement to the General Assignment, both dated May 13, 2002; and

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interests, on a worldwide basis, including, without limitation, all intellectual property rights, in and to Assigned Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms will have the meanings ascribed to them in this Section 1:

1.1 "Assigned Property" shall have the meaning set forth in Section 2.1 hereof.

1.2 "AutoDesk License Agreement" means the license agreement entered into by and between Omnishift, and AutoDesk on or about June 1, 2001, and amended on or about December 17, 2001 and again on or about March 1, 2002.

1.3 "Hardware" means the hardware set forth in Exhibit E.

1.4 "Patents" mean the patent applications and registrations set forth in Exhibit C, and all other rights and property described in Section 2.1(d) hereof.

1.5 "Price" means a one-time payment of two hundred, fifty thousand dollars (US\$ 250,000).

1.6 "Proprietary Information" means any confidential or proprietary information, know-how and trade secrets described or comprised in or relating to the Proprietary Products, Hardware, Third Party Products, Patents, and the general business operations of Assignor, that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions, including, without limitation, (a) research, product plans, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings and business strategies and plans used in and material to or necessary for the operation or use of the Proprietary Products and Third Party Products; (b) all existing business and marketing records for the Proprietary Products, Third Party Products, and Patents, including, without limitation, accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, files, books, correspondence and mailing lists, promotional and advertising materials and brochures and other business records; (c) all business information relating to the AutoDesk License Agreement; and (d) all rights and property described in Section 2.1(b) hereof.

1.7 "Proprietary Products" means the products set forth in Exhibit A, including, without limitation,

(a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof; (c) all media and other tangible property necessary for the transfer thereof from Assignor to Assignee; and (d) all rights and property described in Section 2.1(a) hereof.

1.8 "Third Party Products" means the products set forth in Exhibit B, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Assignor; (c) all rights of Assignor under express or implied warranties from third-party licensors or suppliers with respect to such products; (d) all media and other tangible property necessary for the transfer of such products from Assignor to Assignee; and (e) all rights and property described in Section 2.1(c) hereof.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights and Other Property. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee the following property (the "Assigned Property"):

(a) **Proprietary Products.** All of Assignor's rights, title and interests of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(b) **Proprietary Information.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Proprietary Information to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Information.

(c) **Third Party Products.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Third Party Products and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.

(d) **Patents.** All of Assignor's rights, title and interest of every kind and character throughout the

world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all of Assignor's rights in the obligations, responsibilities and/or duties of the inventor(s) of the Patents to assist Assignor in prosecuting the Patents before any governmental patent office or authority (including, but not limited to, the right of Assignor to solely prosecute the Patents without the assistance or involvement of the inventor(s) of such Patent(s); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Exhibit D. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(e) **Hardware.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Hardware and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Hardware and any license agreements related thereto.

2.2 Later Acquired or Enlarged Rights. In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Property than that assigned or licensed hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the Effective Date.

2.3 Appointment. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to this Section 2 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor.

3. PAYMENT

In consideration of the assignment of the Assigned Property pursuant to Section 2.1 hereof, Assignee will pay to Assignor the Price, the receipt and full satisfaction of which is hereby acknowledged by the Parties.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability Disclaimer. Assignor represents and warrants only that it has the requisite power and authority to execute, deliver and perform this Agreement. EXCEPT FOR SUCH REPRESENTATION AND WARRANTY, THE ASSIGNED PROPERTY IS BEING SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that the limitation of liability set forth in this Section 4.2 and the allocation of risk that it implements is an essential element of the bargain agreed to by the

Parties, without which the Parties would not have entered into this Agreement.

4.3 Assignee for Benefit of Creditors Capacity. Assignee is expressly aware and fully informed that Assignor is selling the Assigned Property exclusively in its capacity as assignee under an Assignment for the Benefit of Creditors. No personal liability to Assignor's agents, officers, directors, or the like for costs, fees or other charges on the Assignor's part is intended, any liability is strictly the liability of the assignment estate received by Assignor from Omnishift.

5. GENERAL

5.1 Assignment. Assignee shall be entitled to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, for the benefit of its creditors, by operation of law or otherwise, this Agreement and any of its rights or obligations of this Agreement. Assignor shall not and shall not have the right to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Assignee. Any purported assignment, sale, transfer, delegation or other disposition by Assignor, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

5.2 Governing Law. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

5.3 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5.4 Entire Agreement. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought. The rights and remedies of Assignee under this Agreement are in addition to, and cumulative of, the rights and remedies under the Supplement to the General Assignment in its capacity as the CMA Buyer thereunder.

5.5 Counterparts. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

5.6 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA**

By: _____

Name (Print): ROBERT J. HODER, SECRETARY

Title: _____

By: _____

Name (Print): _____

Title: _____

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA

By: 

Name (Print): ROBERT J. HODER, SECRETARY

Title: _____

By: _____

Name (Print): _____

Title: _____

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA**

By: _____

Name (Print): _____

Title: _____

By: 

Name (Print): J.B. HULME

Title: CHAIRMAN

EXHIBIT A

PROPRIETARY PRODUCTS

SOURCE CODE AND REVISION HISTORY:

(EXECUTABLES FOR THE SOURCES BELOW INCLUDE RELEASE VERSIONS 1.3 AND 1.5)

- **XNet Application Set Server**, which streams the requested portions of the XNet Application Set to subscribers.
- **XNet Software Licensing and Metering (SLIM) Server**, which manages subscriber licenses and meters application usage.
- **XNet Data Server**, which provides subscribers with the option of storing their application data files in the XNet Universal WorkSpace for ubiquitous access.
- **XNet Database Server**, which houses subscriber profile and billing (usage) information.
- **XNet Web Server**, which provides a customizable Web interface through which service providers can provision, manage, and maintain subscriber accounts, manage XNet Application Sets, and gain access to usage and performance information.
- **XNet Monitoring Server**, which ensures continuous availability of the Application Set and SLIM servers.
- **XNet Client**, which manages the application environment within the XNet Universal WorkSpace.
- **XNet Cache System**, which brings the functionality of the XNet Application Set Server to the very edge of the Internet. The XNet Cache is embedded in third-party devices (hardware servers, routers, firewalls, and Internet appliances) that can be configured and deployed in a variety of ways, depending upon the capabilities and the design of the device itself.

ADDITIONAL PROPRIETARY PRODUCTS:

- Build System Configuration and Scripts
- Published Application Sets
- User Documentation
- Server Installation Procedures and Scripts
- MS Exchange Discussion Group Data
- QA and Test Procedure Documents

EXHIBIT B

THIRD PARTY PRODUCTS

MSDN Enterprise License
Visual Studio
Exabyte Backup System Software
Operating System Licenses for the Hardware
MS Exchange Server
Webgain - 3 or 4 seats
InstallShield 3 or 4 seats
RAR
Perforce - approx. 40 seats

EXHIBIT C

PATENTS & PATENT APPLICATIONS

OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
OMNI-0005	09/826,607	April 5, 2001	Conventionally Coded Application Conversion System for Streamed Delivery and Execution
OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

EXHIBIT D

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, CMA Business Credit Services, a California corporation, with offices at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment I attached hereto and incorporated herein by this reference ("PATENTS"); and

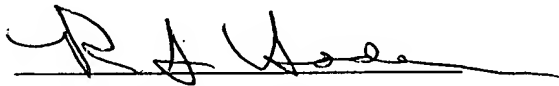
WHEREAS, Endeavors Technology, Inc., a California corporation organized, with offices at 19700 Fairchild Road, Suite 200, Irvine, California 92612 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated May 13, 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 13 day of MAY, 2002.

By:



Name:

ROBERT J. HODER, SECRETARY

Title:

Execution Copy

[STATE OF _____)

COUNTY OF _____)ss.
)

On _____, 200_, before me, the undersigned notary public in and for said County and State,
personally appeared _____

_____ personally known to me (or)

_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to
me that _____ executed the same in _____ authorized capacity(ies) and that, by
_____ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s)
acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on

ATTACHMENT 1

PATENTS & PATENT APPLICATIONS

OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
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OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
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OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

EXHIBIT E
HARDWARE

LIST OF HARDWARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT

Description	Serial Number
400/800GB 8MM MAMMOTH LVD 1DR 20SLOT EXB220R	11014216
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	569200B
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	7B9200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	DVL200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	FKR620B
Dell PowerEdge 2450 Base, P3, 733MHz Processor w/256K Cache	32JB301
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBQ
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBR
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBT
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TECB
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	1S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	2S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	3S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DWJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	JR03001
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	3KY520B
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	CXJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DXJW001
Rack for Dell PowerEdge Base, Black, Factory Install	HQC100B
Rack for Dell PowerEdge Base, Black, Factory Install	DCYH20B
Cisco C3524-XL-EN 24PT	SFAA0404J0KM
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	3B6G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	496G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	596G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	72JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	B2JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	F96G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	G96G301
Dell IU LCD panel/keyboard	
Rack for Dell PowerEdge Base, Black, Factory Install, Smartups 3000	H53F301
Backup tapes of source code	

HAND DELIVERED

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
PATENTS ONLY

Patent and Trademark Office
Docket No. 522132000800

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

OMNISHIFT TECHNOLOGIES, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: General Assignment

Execution Date: 05/13/2002

2. Name and address of receiving party(ies):

Name: Credit Managers Association of California,
doing business as CMA Business Credit Services
Internal Address:

Street Address: 40 East Verdugo Avenue

City and State and Zip Code : Burbank, California 91502

Additional name(s) & address(es) attached? ☐ Yes ☒ No

RECEIVED

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/010,147 (filed: 11/06/01)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

MAR 10 2004

Technology Center 2100

5. Name and address of party to whom correspondence concerning document should be mailed:

Glenn M. Kubota
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
Attorney Docket 522132000800

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Glenn M. Kubota
Registration No: 44,197

Signature

September 8, 2003

Date

Total number of pages comprising cover sheet, attachments and document: 26

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment
Recordation Services
Director of U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 13th day of May, 2002,
BY Omni Shift Technologies, Inc.
OF (address) 3080 NORTH First Street
in the City of San Jose County of Santa Clara State of California,

FEDERAL TAX IDENTIFICATION NUMBER:

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California,
a California corporation, of Burbank, California, doing business as CMA Business Credit Services, party of the second
part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$30,000, or a fee of 8% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

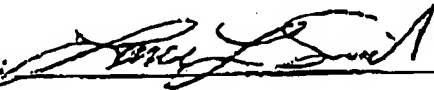
The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: 

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: _____

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: [Signature]

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: [Signature]

ROBERT J. HODER, SECRETARY

CONSENT OF DIRECTORS TO HOLD MEETING

3080 NORTH FIRST STREET, San Jose, California

May 13, 2002

We, the undersigned, being all of the directors of the Omnishift Technologies a corporation, organized under the laws of the State of Delaware, assembled this day at the office of the Corporation at San Jose, California, do hereby consent that a meeting of said directors be held at this time and place for the transaction of such business as may come before the meeting, and waive any notice of said meeting.

MINUTES OF THE MEETING

3080 North First Street San Jose, California, May 13, 2002

At a meeting of the directors of the Omnishift Technologies a corporation, held at the office of the Company

in 30 California, at

130 o'clock P M., the following directors were present:

Aty Raza, Don Basile, Wayne Berglund,
Lucky Shah, Sridhar Ramakrishnan

Absent:

The President announced that the purpose of the meeting was to consider the financial condition of the company and the advisability of making a general assignment for the benefit of creditors.

On motion by Don Basile, seconded by Aty Raza, the following resolution was adopted, to-wit:

BE IT RESOLVED:

That any two of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, in meeting assembled, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that any two officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit

Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice-President.

Lance L. Smith

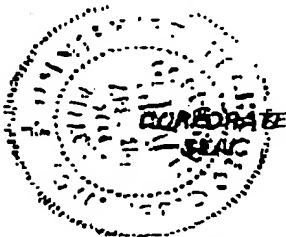
President of the Omniskift Technologies, a corporation, do hereby certify

that the foregoing is a true and correct copy of the minutes of the meeting of directors held in San Jose at the place and hour stated and that the resolution contained in said minutes was adopted by the directors at said meeting and the same has not been modified or rescinded.

Dated

May 13

2002



Lance L. Smith, President

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of 21,647,201 shares of stock, being more than 50% of the subscribed and issued stock of Omniskift Technologies, a corporation, do hereby give our consent to the within assignment and transfer of the property of said corporation.

NAME	SHARES HELD	
Raza Foundation, INC.	15,071,201	54.32%
Lucky Shah	2,448,000	8.82%
Sridhar Rameshchandra	4,128,000	14.88%
	<u>21,647,201</u>	<u>78.02%</u>

SUPPLEMENT TO THE GENERAL ASSIGNMENT

THIS SUPPLEMENT TO THE GENERAL ASSIGNMENT (this "Supplement"), made this 14 day of May, 2002, By OMNISHIFT TECHNOLOGIES, INC., a Delaware corporation, located at San Jose, California, FEDERAL TAX IDENTIFICATION NUMBER: 77-0540818 party of the first part, hereinafter referred to as "Assignor," to Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation, located at 40 East Verdugo Avenue, Burbank, California 91502, party of the second part, hereinafter referred to as "Assignee." All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1 of this Assignment.

1. DEFINITIONS

For the purposes of this Supplement, the following terms will have the meanings ascribed to them in this Section 1:

- 1.1 "Assigned IP Property" shall have the meaning set forth in Section 2.1 hereof.
- 1.2 "AutoDesk License Agreement" means the license agreement entered into by and between Assignor and AutoDesk on or about June 1, 2001, and amended on or about December 17, 2001 and again on or about March 1, 2002.
- 1.3 "CMA Buyer" shall have the meaning set forth in Section 3.2 hereof.
- 1.4 "Hardware" means the hardware set forth in Schedule 5 of Exhibit A attached hereto.
- 1.5 "Patents" shall mean the patent applications and registrations set forth in Schedule 3 of Exhibit A, and all other rights and property described in Section 2.1(d) hereof.
- 1.6 "Proprietary Information" means any confidential or proprietary information, know-how and trade secrets described or comprised in or relating to the Proprietary Products, Hardware, Third Party Products, Patents, and the general business operations of Assignor, that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions, including, without limitation, (a) research, product plans, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings and business strategies and plans used in and material to or necessary for the operation or use of the Proprietary Products and Third Party Products, (b) all existing business and marketing records for the Proprietary Products, Third Party Products, and Patents, including, without limitation, accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, files, books, correspondence and mailing lists, promotional and advertising materials and brochures and other business records; (c) all business information relating to the AutoDesk License Agreement; and (d) all rights and property described in Section 2.1(b) hereof.
- 1.7 "Proprietary Products" means the products set forth in Schedule 1 of Exhibit A, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates,

enhancements, new versions or previous versions thereof; (c) all media and other tangible property necessary for the transfer thereof from Assignor to Assignee; and (d) all rights and property described in Section 2.1(a) hereof.

1.8 "Third Party Products" means the products set forth in Schedule 2 of Exhibit A, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Assignor; (c) all rights of Assignor under express or implied warranties from third-party licensors or suppliers with respect to such products; (d) all media and other tangible property necessary for the transfer of such products from Assignor to Assignee; and (e) all rights and property described in Section 2.1(c) hereof.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights and Other Property. Without limiting the generality of the assignments set forth in the General Assignment, which is being supplemented hereby, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee and its successors and assigns the following property (the "Assigned IP Property"):

(a) Proprietary Products. All of Assignor's rights, title and interests of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignee may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(b) Proprietary Information. All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Proprietary Information to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or

violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignee may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Information.

(c) **Third Party Products.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Third Party Products and any license agreements related thereto to the full extent of its rights or interest therein (if any). Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.

(d) **Patents.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all of Assignor's rights in the obligations, responsibilities and/or duties of the inventor(s) of the Patents to assist Assignor in prosecuting the Patents before any governmental patent office or authority (including, but not limited to, the right of Assignor to solely prosecute the Patents without the assistance or involvement of the inventor(s) of such Patents); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Schedule 4 to Exhibit A hereto. Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(e) **Hardware.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Hardware and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Hardware and any license agreements related thereto.

2.2 Later Acquired or Enlarged Rights. In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned IP Property than that assigned or licensed hereunder, such later-acquired rights will automatically be subject to the General Assignment such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the effective date of the General Assignment.

2.3 Appointment. In the event that Assignee is unable for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to Section 2.1 hereof to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned IP Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor. Such designation and appointment shall pass to the CMA Buyer upon completion of the sale of the Assigned IP Property to the CMA Buyer, whereby the CMA Buyer and its duly authorized officers and agents shall be designated and appointed Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor.

3. REPRESENTATIONS AND WARRANTIES

3.1 Omnishift represents and warrants:

(a) Authority. That Omnishift has the full power and authority to enter into this Supplement and the General Assignment and to perform its obligations hereunder and thereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which Omnishift is a party or is otherwise bound. Omnishift will not execute any agreement inconsistent with the General Assignment or this Supplement or to the detriment of any Assigned IP Property being assigned by the Assignment.

(b) Title. That Omnishift is the lawful owner and/or licensor of all rights, title and interests in and to the Assigned IP Property assigned pursuant to the General Assignment and this Supplement and has the unrestricted right to assign the Assigned IP Property free and clear of any encumbrances, liens, registrations or claims of any nature.

(c) Complete Assignment. That there are no ideas, processes, inventions, discoveries, patents, copyrights, technology, records or data pertaining to the Assigned IP Property that are excluded from the operation of the General Assignment or this Supplement.

(d) Non-Infringement. That (i) the Assigned IP Property does not infringe, misappropriate or violate any intellectual property or other right of any third party, (ii) there is no basis for a claim of such infringement, misappropriation or violation; and (iii) no other person or entity is infringing, and no intellectual property owned or used by another person or entity infringes or conflicts with, any of the Assigned IP Property assigned pursuant to the General Assignment and this Supplement.

(e) Confidentiality. That Omnishift has taken all measures and precautions reasonably necessary to protect the confidentiality and value of the Assigned IP Property.

(f) Deliverables. That, as of the date on which the General Assignment is made, Omnishift has delivered to CMA all media, including, without limitation, all disks, tapes,

CDs and other tangible property necessary for the transfer of the Assigned IP Property from Omnishift to CMA pursuant to the terms and conditions of the General Assignment and this Supplement.

(g) Conformance With Law. That the Assigned IP Property complies with all applicable governmental regulations, rules and guidelines.

3.2 Omnishift makes the representations and warranties set forth in this Section 3 for the direct benefit of CMA and any person or entity to whom CMA sells or assigns the Assigned IP Property (the "CMA Buyer"), and to induce the CMA Buyer to purchase the Assigned IP Property; and Omnishift agrees that such representations and warranties, and each and every obligation of Omnishift under this Supplement, shall be enforceable by the CMA Buyer as an express, direct third-party beneficiary with respect thereto. The rights and remedies of the CMA Buyer as third-party beneficiary of this Supplement are in addition to, and shall in no way limit, the rights and remedies available to the CMA Buyer as an assignee of CMA under the General Assignment and this Supplement.

3.3 Omnishift agrees to execute and deliver to CMA or the CMA Buyer (as applicable) all instruments and documents, and to take all such further action, as may be requested by CMA or the CMA Buyer (as applicable) for the better assuring and confirming to CMA or the CMA Buyer (as applicable) all or any part of the Assigned IP Property or to facilitate the carrying out of this Supplement and the General Assignment. Omnishift hereby irrevocably appoints CMA and the CMA Buyer (as applicable) in its name, place and stead, in any and all capacities, if Omnishift fails to perform hereunder or under the General Assignment, to do any and all acts that Omnishift is obligated hereby or thereby to do, all for the purpose described in the preceding sentence.

4. GENERAL PROVISIONS

4.1 Applicable Law. THIS SUPPLEMENT AND THE GENERAL ASSIGNMENT HAVE BEEN EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

4.2 Headings. Section headings in this Supplement are included herein for convenience of reference only and shall not constitute a part of this Supplement for any other purpose or be given any substantive effect.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISCRIPT TECHNOLOGIES, INC., Delaware
corporation:

By: 

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA - California corporation, doing
business as CMA BUSINESS CREDIT
SERVICES:

By: 

ROBERT J. HODER, SECRETARY


Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware
corporation:

By: _____

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA a California corporation, doing
business as CMA BUSINESS CREDIT
SERVICES:

By: 

ROBERT J. HODER, SECRETARY

Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware corporation:

By: *Rance L. Smith*

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a California corporation, doing business as CMA BUSINESS CREDIT SERVICES:

By: _____

Execution Copy

EXHIBIT A

**INTELLECTUAL PROPERTY AND OTHER PROPERTY BEING ASSIGNED
BY THE GENERAL ASSIGNMENT AND SUPPLEMENT ARE SET FORTH IN SCHEDULES 1
THROUGH 5**

LA-566367

A-1

SCHEDULE 1

PROPRIETARY PRODUCTS

SOURCE CODE AND REVISION HISTORY:

(EXECUTABLES FOR THE SOURCES BELOW INCLUDE RELEASE VERSIONS 1.3 AND 1.5)

- XNet Application Set Server, which streams the requested portions of the XNet Application Set to subscribers.
- XNet Software Licensing and Metering (SLIM) Server, which manages subscriber licenses and meters application usage.
- XNet Data Server, which provides subscribers with the option of storing their application data files in the XNet Universal WorkSpace for ubiquitous access.
- XNet Database Server, which houses subscriber profile and billing (usage) information.
- XNet Web Server, which provides a customizable Web interface through which service providers can provision, manage, and maintain subscriber accounts, manage XNet Application Sets, and gain access to usage and performance information.
- XNet Monitoring Server, which ensures continuous availability of the Application Set and SLIM servers.
- XNet Client, which manages the application environment within the XNet Universal WorkSpace.
- XNet Cache System, which brings the functionality of the XNet Application Set Server to the very edge of the Internet. The XNet Cache is embedded in third-party devices (hardware servers, routers, firewalls, and Internet appliances) that can be configured and deployed in a variety of ways, depending upon the capabilities and the design of the device itself.

ADDITIONAL PROPRIETARY PRODUCTS:

- Build System Configuration and Scripts
- Published Application Sets
- User Documentation
- Server Installation Procedures and Scripts
- MS Exchange Discussion Group Data
- QA and Test Procedure Documents

SCHEDULE 2

THIRD PARTY PRODUCTS

MSDN Enterprise License
Visual Studio
Exabyte Backup System Software
Operating System Licenses for the Hardware
MS Exchange Server
Webgain - 3 or 4 seats
InstallShield 3 or 4 seats
RAR
Perforce • approx. 40 seats

**SCHEDULE 3
PATENTS & PATENT APPLICATIONS**

Patent No.	US Patent No.	Issue Date	Title
OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
OMNI-0005	09/826,607	April 5, 2001	Conventionally Coded Application Conversion System for Streamed Delivery and Execution
OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

SCHEDULE 4

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Ormishift Technologies, Inc. a corporation, with offices at San Jose, California ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment 1, attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation, with its principal place of business at 40 East Verdugo Avenue, Burbank, California 91503 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated April 1, 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 13 day of May, 2002.

By: Lance L. Smith
Name: Lance L. Smith
Title: President

Execution Copy

STATE OF California

COUNTY OF Santa Clara

On 14th of May, 2003 before me, the undersigned notary public in and for said County and State,
personally Lance L. Smith appeared.

☒

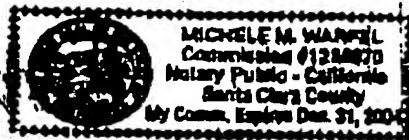
personally known to me [or]

☐

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) Lance L. Smith subscribed to the within instrument and acknowledged to
me that Lance L. Smith executed the same in document authorized capacity(ies) and that, by
Lance L. Smith signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s)
acted executed the instrument.

WITNESS my hand and official seal.



Michele M. Warrick

My commission expires on

12-31-2004

ATTACHMENT 1

PATENTS & PATENT APPLICATIONS

Agency Number	U.S. Serial No.	Date Filed	Title
OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
OMNI-0005	09/826,607	April 5, 2001	Conventionally Coded Application Conversion System for Streamed Delivery and Execution
OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

SCHEDULE 5

HARDWARE

LIST OF HARDWARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT:

Description	Serial Number
400/800GB 8MM MAMMOTH LVD 1DR 20SLOT EXB220R	11014216
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	569200B
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	7B9200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	DVL200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	FKR620B
Dell PowerEdge 2450 Base, P3, 733MHz Processor w/256K Cache	32JB301
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBQ
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBR
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBT
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TECB
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	1S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	2S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	3S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DWJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	JR03001
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	3KY520B
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	CXJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DXJW001
Rack for Dell PowerEdge Base, Black, Factory Install	HQC100B
Rack for Dell PowerEdge Base, Black, Factory Install	DCYH20B
Cisco C3524-XL-EN 24PT	SFAA0404J0K

Execution Copy

	M
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	3B6G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	496G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	596G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	72JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	B2JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	F96G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	G96G301
Dell IU LCD panel/keyboard	
Rack for Dell PowerEdge Base, Black, Factory Install,	
Smartups 3000	H53F301
Backup tapes of source code	

EXHIBIT D

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, CMA Business Credit Services, a California corporation, with offices at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment I attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Endeavors Technology, Inc., a California corporation organized, with offices at 19700 Fairchild Road, Suite 200, Irvine, California 92612 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated May __, 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this ____ day of _____, 2002.

By:



Name:

ROBERT J. HODER, SECRETARY

Title:

Execution Copy

[STATE OF California)

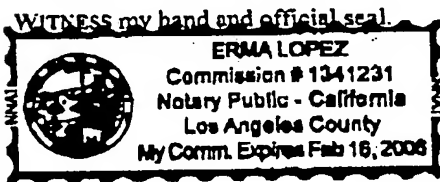
COUNTY OF Los Angeles) ss.

On May 10, 2003, before me, the undersigned notary public in and for said County and State,
personally appeared Rosetta Hernandez

X personally known to me (or)

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity(ies) and that, by
his signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s)
acted executed the instrument.

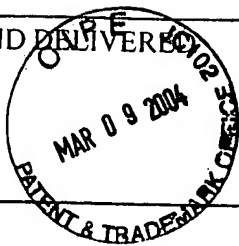


ERMA LOPEZ
My commission expires on

FEB 16, 2006

HAND DELIVERED

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
PATENTS ONLYPatent and Trademark Office
Docket No. 522132000800

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lucky Vasant SHAH

Sridhar RAMAKRISHNAN

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Employee Innovations And Proprietary Rights

Assignment AgreementExecution Date: 04/19/2000; 04/19/2000

2. Name and address of receiving party(ies):

Name: **OMNISHIFT TECHNOLOGIES, INC.**

Internal Address:

Street Address: 451 El Camino Real

City and State and Zip Code : Santa Clara, California 95050

Additional name(s) & address(es) attached? ☐ Yes ☒ No

RECEIVED

MAR 10 2004

Technology Center 2100

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/010,147 (filed: 11/06/01)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Glenn M. Kubota
Morrison & Gerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
Attorney Docket 522132000800

8. Deposit account number: 03-1952The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Glenn M. Kubota

Registration No: 44,197

Signature

September 8, 2003

Date

Total number of pages comprising cover sheet, attachments and document: 15

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment
Recordation Services
Director of U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

EMPLOYEE INNOVATIONS AND PROPRIETARY RIGHTS
ASSIGNMENT AGREEMENT

This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time I initially began development of a method of securely delivering computer applications over a network for Omnishift Technologies, Inc. ("Company"). In return for my new or continued employment by Company and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge and agree that:

1. **Employment.** As a developer of technology and as a person performing any product development and innovative tasks, I am an Employee of the Company for purposes of this Agreement for all relevant times, including during all times spent developing the technology set forth in Exhibit 2(A).

2. **Proprietary Information.** My employment creates a relationship of confidence and trust between Company and me with respect to any information:

(a) Applicable to the business of Company; or

(b) Applicable to the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business.

3. **Ownership and Nondisclosure of Proprietary Information.** All Proprietary Information is the sole property of Company, Company's assigns, and Company's customers, and Company, Company's assigns and Company's customers shall be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. I hereby do and will assign to Company all rights, title and interest I may have or acquire in the Proprietary Information. At all times, both during my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly

EXHIBIT 2

relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

4. Ownership and Return of Materials. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company or obtained by other sources at all relevant times to this Agreement shall remain the property of Company. Upon termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five (5) days after the earlier of my employment's termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

5. Innovations. As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes "Inventions," which is defined to mean any inventions protected under patent laws.

6. Disclosure of Prior Innovations. I have identified and described on Exhibit 2(A) ("Prior Innovations") attached hereto all Innovations that may have been developed for and in anticipation of the creation of the Company, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations").

7. Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby do and will assign to Company or Company's designee my entire right, title, and interest in and to, (a) all intellectual property developed prior to this Agreement which is listed in Exhibit 2(A), (b) each of the Innovations (including Inventions), and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company, which either (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, or (ii) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (iii) resulted from any work I performed for Company, and (c) each of the Innovations which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice, create, derive, develop, or make during the period of my employment with Company, which are applicable to

the business of Company (collectively, the Innovations identified in clauses (a) and (b) are hereinafter the "Company Innovations"). To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations can be neither assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest to such non-assignable and non-licensable rights. I hereby grant to Company or Company's designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, in any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

8. Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

(b) In the event that Company is unable for any reason to secure my signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

9. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company, and I will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

10. Survival. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.

11. Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code. I acknowledge that a condition for an Invention to qualify fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code is that the invention must be protected under patent laws. I have reviewed the notification in Exhibit 2(B) ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification.

12. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may specify in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

14. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

EXHIBIT 2

15. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

16. Waiver; Amendment; Modification. The waiver by Company of a term or provision of this Agreement, or of a breach of any provision of this Agreement by me, shall not be effective unless such waiver is in writing signed by Company. No waiver by Company of, or consent by Company to, a breach by me, will constitute a waiver of, consent to or excuse of any other or subsequent breach by me. This Agreement may be amended or modified only with the written consent of both me and Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

17. Entire Agreement. This Agreement represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

"COMPANY"

EMPLOYEE:

OMNISHIFT TECHNOLOGIES, INC.

By: *Irishall*

By: *L. Shah*

Title PRESIDENT

Printed Name: LACKY SHAH

Dated: April 19, 2000

Dated: April 19th 2000

PRIOR INNOVATIONS

Technology solutions developed for application/ data streaming over the Internet to provide users with ubiquity on client devices (desktops, laptops, and webpads).

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or

(2) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: LSH

LACKY .SHAH
(Printed Name of Employee)

Date: April 19th 2000

Witnessed by:

Sridhar

SRIDHAR RAMAKRISHNAN
(Printed Name of Company Representative)

Dated: April 19, 2000

EMPLOYEE INNOVATIONS AND PROPRIETARY RIGHTS
ASSIGNMENT AGREEMENT

This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time I initially began development of a method of securely delivering computer applications over a network for Omnishift Technologies, Inc. ("Company"). In return for my new or continued employment by Company and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge and agree that:

1. Employment. As a developer of technology and as a person performing any product development and innovative tasks, I am an Employee of the Company for purposes of this Agreement for all relevant times, including during all times spent developing the technology set forth in Exhibit 2(A).

2. Proprietary Information. My employment creates a relationship of confidence and trust between Company and me with respect to any information:

(a) Applicable to the business of Company; or

(b) Applicable to the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business.

3. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns, and Company's customers, and Company, Company's assigns and Company's customers shall be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. I hereby do and will assign to Company all rights, title and interest I may have or acquire in the Proprietary Information. At all times, both during my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly

relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

4. Ownership and Return of Materials. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company or obtained by other sources at all relevant times to this Agreement shall remain the property of Company. Upon termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five (5) days after the earlier of my employment's termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

5. Innovations. As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes "Inventions," which is defined to mean any inventions protected under patent laws.

6. Disclosure of Prior Innovations. I have identified and described on Exhibit 2(A) ("Prior Innovations") attached hereto all Innovations that may have been developed for and in anticipation of the creation of the Company, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations").

7. Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby do and will assign to Company or Company's designee my entire right, title, and interest in and to, (a) all intellectual property developed prior to this Agreement which is listed in Exhibit 2(A), (b) each of the Innovations (including Inventions), and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company, which either (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, or (ii) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (iii) resulted from any work I performed for Company, and (c) each of the Innovations which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice, create, derive, develop, or make during the period of my employment with Company, which are applicable to

the business of Company (collectively, the Innovations identified in clauses (a) and (b) are hereinafter the "Company Innovations"). To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations can be neither assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest to such non-assignable and non-licensable rights. I hereby grant to Company or Company's designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, in any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

8. Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

(b) In the event that Company is unable for any reason to secure my signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

EXHIBIT 2

9. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company, and I will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

10. Survival. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.

11. Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code. I acknowledge that a condition for an Invention to qualify fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code is that the invention must be protected under patent laws. I have reviewed the notification in Exhibit 2(B) ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification.

12. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may specify in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

14. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

EXHIBIT 2

15. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

16. Waiver; Amendment; Modification. The waiver by Company of a term or provision of this Agreement, or of a breach of any provision of this Agreement by me, shall not be effective unless such waiver is in writing signed by Company. No waiver by Company of, or consent by Company to, a breach by me, will constitute a waiver of, consent to or excuse of any other or subsequent breach by me. This Agreement may be amended or modified only with the written consent of both me and Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

17. Entire Agreement. This Agreement represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

"COMPANY"

EMPLOYEE:

OMNISHIFT TECHNOLOGIES, INC.

By: Sridhall

Title PRESIDENT

Dated: April 19, 2000

By: Sridhall

Printed Name: SRIDHAR RAMAKRISHNAN

Dated: April 19, 2000

PRIOR INNOVATIONS

Technology solutions developed for application/ data streaming over the Internet to provide users with ubiquity on client devices (desktops, laptops, and webpads).

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or

(2) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: *Sridhar*

SRIDHAR RAMAKRISHNAN
(Printed Name of Employee)

Date: April 19, 2000

Witnessed by:

ssiah

LACKY SHAH
(Printed Name of Company Representative)

Dated: April 19, 2000